

Freeport City Council August 10, 2021 Regular Meeting Package



City of Freeport REGULAR COUNCIL MEETING AGENDA

August 10, 2021, 9:00 AM Council Chambers, Freeport City Hall

- 1. Meeting Called to Order
- 2. Invocation and Pledge of Allegiance
- 3. Recognition of Guests
- 4. Consent Agenda
 - a. Bills (TAB 1)
 - b. Budget Workshop Minutes- July 15, 2021 (TAB 2)
 - c. Special Council Meeting Minutes- July 19, 2021 (TAB 3)
 - d. City Council Meeting Minutes- July 22, 2021 (TAB 4)
- 5. Public Comment on Consent Agenda
- 6. Approval of Consent Agenda
- 7. Consideration of Additions/Deletions to Agenda
- 8. Approval of Agenda with Additions/Deletions
- 9. Staff Reports
 - a. Water
 - b. Sewer
 - c. Parks
 - 1. Updates
 - d. City Manager
 - e. City Clerk
 - f. Finance
 - 1. City Insurance (TAB 5)

- 2. Health, Life, & Dental Quote (TAB 6)
- g. Billing
 - 1. Write-Off Memo (TAB 7)
 - 2. Sewer Liens
- h. Planning
 - 1. Verandas 1-C-5 Final Plat (TAB 8)
- i. Legal
 - 1. Carr Property Annexation
- j. Engineering
 - 1. S. Jackson Street Improvements- Engineering Proposal (TAB 9)
- Old Business
- 11. New Business
 - a. Mayor Russ Barley
 - b. Councilwoman Brannon
 - c. Councilman Farris
 - d. Councilwoman Haffner
 - e. Councilman Hope
 - f. Councilman Martin
- 12. Public Comment
- 13. Adjournment

The City of Freeport may take action on any matter during this meeting, including items that are not set forth within this agenda.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

No verbatim record by a certified court reporter is made of these proceedings. Accordingly, any person who may seek to appeal any decision involving the matters noticed herein will be responsible for making a verbatim record of the testimony and evidence at these proceedings upon which any appeal is to be based (see Section 286.0105, Florida Statutes).

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		ADMIN_HH.	/2021	TOM TILLMA	N FOR CHRIS	rmas Po#: 0	
RANK'S CASH & CARRY			Paymenti		Name:		
				0.0	o Addr:		
Due Date: 08.24.202	-						
Disc Date: 07.25.20	21 Discount:	1		Expens	sed Jobil	Account	
escription		7				001-510-4493	0 Festival/Event
OM TILLMAN - TAPE PURC	CHASED F 0.0						
				24.	07		
*** TOTAL ***			0.00				
				DIANKET P	FOR SEWER	PO#: 21	134
FRANK'S CASH & CARRY	Invoice	: SEWER-JUL	,Y2021				
Inv Date: 07.25.20	21 Inv Amt:						
Due Date: 08.24.20	21 Retain:						
				P	#dot bea	Account	
	0	ty I					00 Operating Supp
DIANKET PO FOR SEWER P	ER STACY 0.	00	295.38				
DDDUMD1 14 TON TENE							0
+++ TOTAL +++			295.38	295	.38		
*** IOIND						POH · 2	225
VOORT S STAND CANDOV	Invoic	e: SEWER-NE	MBO'AOFASJ	BLANKET I			an amount
FRANK'S CASH & CARRY		35.9	200		Name:		
	~~~ ······						
Inv Date: 07.25.2 Due Date: 08.24.2		0.0	O Amt Paid		.00 Addr:		
	Disc Date: 07.19.2021 cription DIO SYSTEM PARTS FOR P.  *** TOTAL ***  CANK'S CASH & CARRY INV Date: 07.25.202 Due Date: 08.24.202 Disc Date: 07.25.202 scription ANKET PO FOR WATER PER  *** TOTAL ***  RANK'S CASH & CARRY INV Date: 07.25.202 Disc Date: 07.25.202 Disc Date: 07.25.203  CONTROL ***  FRANK'S CASH & CARRY INV DATE: 07.25.203  *** TOTAL ***  FRANK'S CASH & CARRY INV DATE: 07.25.203 DISC DATE: 07.25.203	Disc Date: 07.19.2021 Discount:  CYIPTION Qty DIO SYSTEM PARTS FOR PARK/SP 1.00  *** TOTAL ***  CANK'S CASH & CARRY Invoice:    Inv Date: 07.25.2021 Inv Amt:    Due Date: 08.24.2021 Retain:    Disc Date: 07.25.2021 Discount:    Scription Qt:    ANKET PO FOR WATER PER LARRY 0.00  *** TOTAL ***  PRANK'S CASH & CARRY Invoice:    Inv Date: 07.25.2021 Inv Amt:    Due Date: 08.24.2021 Retain:    Disc Date: 07.25.2021 Discount:    Secription Qt:    ON TILLMAN - TAPE PURCHASED F 0.0  *** TOTAL ***  FRANK'S CASH & CARRY Invoice:    Inv Date: 07.25.2021 Discount:    Secription Qt:    Inv Date: 07.25.2021 Discount:    Due Date: 08.24.2021 Retain:    Disc Date: 07.25.2021 Inv Amt:    Due Date: 08.24.2021 Retain:    Disc Date: 07.25.2021 Discount:    Disc Date: 07.25.2021 Discount:	Disc Date: 07.19.2021 Discount; 0.00  Cription Oty Liq  DIO SYSTEM PARTS FOR PARK/SP 1.00 2,2  *** TOTAL ***  CANK'S CASH & CARRY Invoice: MATER-JULY;  Inv Date: 07.25.2021 Inv Amt: 205.69  Due Date: 08.24.2021 Retain; 0.00  Boription Oty Lic  ANKET PO FOR WATER PER LARRY 0.00  *** TOTAL ***  Inv Date: 07.25.2021 Inv Amt: 24.07  Due Date: 08.24.2021 Retain: 0.00  Disc Date: 07.25.2021 Inv Amt: 24.07  Due Date: 08.24.2021 Retain: 0.00  Disc Date: 07.25.2021 Discount: 0.00  DISC Date: 07.25.2021 Inv Amt: 24.07  Due Date: 08.24.2021 Retain: 0.00  DISC Date: 07.25.2021 Discount: 0.00  *** TOTAL ***  FRANK'S CASH & CARRY Invoice: SEWER-JUL  Inv Date: 07.25.2021 Inv Amt: 295.38  Due Date: 08.24.2021 Retain: 0.00  Disc Date: 07.25.2021 Discount: 0.00  *** TOTAL ***  Disc Date: 07.25.2021 Discount: 0.00  Disc Date: 07.25.2021 Discount: 0.00	Disc Date: 07.19.2021 Discount: 0.00 Pd Date:  Cription Qty Liquidate  ANK'S CASH & CARRY Invoice: WATER-JULY2021  Inv Date: 07.25.2021 Inv Amt: 205.69 Payment: Disc Date: 07.25.2021 Discount: 0.00 Amt Paid: Disc Date: 07.25.2021 Discount: 0.00 Pd Date:  ANKET PO FOR WATER PER LARRY 0.00 205.69  *** TOTAL ***  *** TOTAL	Disc Date: 07.19.2021 Discount: 0.00 Pd Date: cription	Dies Date: 07.19.2021 Discount: 0.00 Pd Date:  Cription	Disc Date: 07.19.2021 Discount: 0.00 Pd Date: Expensed Job# Account: 010 SYSTEM PARTS FOR PARK/SP 1.00 2,284.00 2,284.00 01-572-44660 010 SYSTEM PARTS FOR PARK/SP 1.00 2,284.00 2,284.00 01-572-44660 010 SYSTEM PARTS FOR PARK/SP 1.00 2,284.00 2,284.00 2,284.00 01-572-44660 010 SYSTEM PARTS FOR PARK/SP 1.00 2,284.00 2,284.00 2,284.00 01-572-44660 010 SYSTEM PARTS FOR PARK/SP 1.00 2,284.00 2,284.00 2,284.00 01-572-44660 010 SYSTEM PARTS FOR PARK/SP 1.00 2,284.00 2,284.00 01-572-44660 010 SYSTEM PARTS FOR PARK/SP 2011 Invoice: NATER-JULY2021 BLANKET PO FOR WATER PARTS FOR PARK/SP 2011 Invoice: ADMIN-JULY2021 TOM TILLMAN FOR CHRISTMAS POW: 0 Name: 01-500 O1-500 O1

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# CITY OF FREEPORT Print Invoice Edit Report for Batch: 15701

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dor	Name				Expensed	Job#	Account .		FA
	Description	Qty	Liqui		35.96		420-535-45200	Operating Suppl	
	BLANKET PO FOR SEWER PER STA	CY 1.00		. 9,6	35,20				
1	BIMMAL 10 101								
	*** TOTAL ***		35	.96	35.96				
	yaa lojna					מעמגם ב	PO#: 2167		
	FRANK'S CASH & CARRY	Invoice: PA	RKS-JULY202		ANKET PO FO				
3	Inv Date: 07.25.2021	Inv Amt:	606.02 P			lame:			
	Due Date: 08.24.2021	Retain:	0.00 Am	t Paid:	0.00	Addr:			
		Discount:	0.00 F	d Date:			Account		FA
	Disc Date: Citation	Qty	Liqui	date	Expensed	Job#	ACCOUNT.	Operating Suppl	
Line	Description BLANKET PO FOR PARKS PER TR		61	9.73	606.02		001-372-43200		
1	BLANKET PO FOR PARKS PER TH								
			61	9.73	606,02				
	*** TOTAL ***						201 0206		
		Invoice: 4	678	9	UPPLIES FOR	SENER	PO#: 2206		
6	TUGWELL PUMP & SUPPLY, LLC		3,585.00	Payment: 0		Name:			
	Inv Date: 07,26.2021	Retain:		mt Paid:	0.00	Addr:			
	Due Date: 08.25.2021			Pd Date:					F
	Disc Date: 07.26.2021	Discount:		idate	Expensed	Job#	Account	Onevetine Cum	_
Line	Description	Qty		85.00	3,585.00		420-535-45200	Operating Supp	•
1	SUPPLIES FOR SEWER PER ROBI	EKJ, I'00							
				85.00	3,585,00				
	*** TOTAL ***		3,3	03.77					
		10.000 mm29700 <b>.</b> 000730000 mm29700		,	FUEL FOR PAR	KS	PO#: 0		
260	FISHERMAN'S COVE MARINA	Invoice:	17852	Payment: 0		Name:			
	Inv Date: 07.22.2021	Inv Amt:		Amt Paid:	0.00	Addr:			
	Due Date: 08,21,2021	Retain:		Pd Date:					
	Disc Date: 07.22.2021	Discount:	0.00		Expense	I Jobii	Account		F
Line	Description	Qty	Liq	uidate	207.45		001-572-45210	Gas & Oil	
1	FUEL FOR PARKS	0.00		0.00					
•					207.45				
	*** TOTAL ***			0.00	201111	8			
					PARTS FOR P.	PKS	PO#: 225	50	
1479	SOUTHERN POWERWORKS	Invoice				Name:			
1419	Inv Date: 07.19.2021	Inv Amt:	28,95	Payment:	0 00	Addr:			
	Due Date: 08.18.2021	Retain:		Amt Paid:	0.00	nuuri			
	Disc Date: 07.19.2021	Discount:		Pd Date:	Expense	d Tobil	Account		
	1.1.1	Qt	y Lie	quidate			001-572-4461	0 Vehicle & Equ	nip
Line	PARTS FOR DECK IDLER PER	TRAVI 1.00		28.95	28.9				
1	PARIS TON DESCRIPTION								
	*** TOTAL ***			28.95	28.9	5			
						UNCUT NOTO	n sr poll: 0		
	RBM CONTRACTING SERVICES	LLC Invoice	PAY.APP.#	1	PAY APP #1				
1859	Inv Date: 07.26.2021	Inv Amtı	39,045.00	Lujindire	0	Name:			
	Due Date: 08.25.2021		0.00	Amt Paid:	0,0	0 Addr:			
	Disc Date: 07.26.2021		0.00	Pd Date:		1 7.3.0	Account		8
		Qt	cy Li	iguidate		ed Job#	001-541-453	00 ROAD MATERIA	J. &
Line	PAY APPLICATION #1 FOR W	ASHING 0.0	0 '	0.00	39,045.		002 312 135	CONTRACTOR CONTRACTOR	
1	PAT APPLICATION WIT TON III								
	AL MOTEL 444			0.00	39,045.	00			
	*** TOTAL ***						0 :#09 TS NC		
	RBM CONTRACTING SERVICE	s LLC Invoice	: PAY.APP.	2	PAY APP #2		ON ST POFF O		
1859	RBM CONTRACTING SERVICE	1 Inv Amt:	21,503,25	Payment:	0	Name:			
	Inv Date: 07.26.202	TO		Amt Paid:		00 Addr:			
	Due Date: 08.25.202	C. 26882 G. APPERSON CO. Z.		Pd Date:					
			0.00	, Pu Dace					
	Disc Date: 07.26.202	1 Discount:		iguidate	Expen	sed Job#	Account	300 ROAD MATERI	7.1. r.

#### CITY OF FREEPORT Print Invoice Edit Report for Batch: 15701

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		- Baton, 1070	171 diloui of laviace					
endor	Name		0.00	21,503.25				
	*** TOTAL ***		(*******					
		Invoice:	BILL.DATE.071921	LANDLINE / FA	X TELEPHONES	PO#: 0		
1	CENTURY LINK Inv Date: 07,19,2021	Inv Amt:	516.49 Payment	0	Name:			
		Retain:	0.00 Amt Paid	0.00	Addr:			
	Due Date: 08.18.2021	Discount:	0.00 Pd Date					F
	Disc Date: 07.19,2021	Qty	Liquidate	Expensed	Job#	Account	m.l. anhone Pynen	
Line	Description /PAY	0.00	1 10	64,40			Telephone Expen	
1	PARKS - LANDLINE/FAX	0.00		300.70	×		Telephone Expen	
2	WATER - LANDLINE/FAX	0.00		151.39		420-535-44100	Telephone Expen	
3	SEWER - LANDLINE/FAX	100						
	*** TOTAL ***		0.00	516.49				
			DY11 DATE 072821	WATER / SEWE	R BILLS FOR	CITY POH: 0		
93	CITY OF FREEPORT		BILL.DATE.072821 9,259.70 Payment		Name:			
	Inv Date: 07.28.2021	Inv Amt			Addrı			
	Due Date: 00,27,2021	Retain:	0.00 Amt Paid					
	Disc Date: 07.28.2021	Discount:	0.00 Pd Date	Expensed	Job#	Account		
Line	Description	Qt	2.00	398.77	1-000	001-510-44300	Utilities	
1	ADMIN - WATER/SEWER JULY	2021 0.00		435.76		001-515-44300	Planning - Util	L
2	PLANNING- WATER/SEWER JUI	LY 202 0.00		7,500.45		001-572-44300	Utilities	
3	PARKS - WATER/SEWER JULY 2	2021 0.00				001-571-44300	Utilities	
4	LIBRARY- WATER/SEWER JULY	Y 2021 0.00		44.69		001-541-44300	Utilities	
5	STREETS- WATER/SEWER JULY	Y 2021 0.00		63.07		410-533-44300	Utilities	
6	WATER- WATER/SENER JULY			48.94		420-535-44300		
7	SENER - WATER/SEWER JULY	2021 0.00	0.00	768.02	_	120 000 1100	305570	
	*** TOTAL ***		0,00	9,259.70	-			
	101112			dant n ananti	BR FOR PLANN	ING POH: 0		
593	CRC DATA TECHNOLOGIES	Invoice	1 120618		Name:	55,00		
	Inv Date: 07.27.2021		16.00 Paymen		Addr:			
	Due Date: 08.26.2021	1 Retain:	0.00 Amt Pai		naar.			
	Disc Date: 07.27.202	1 Discount:	0.00 Pd Dat	Expense	d Joh#	Account		
Line	Description	QI	ty Liquidate	16.00			PLANNING - OFF	·I
1	CABLE ADAPTER FOR PLANNI	ING 0.0		10.00				
				16.00				
	*** TOTAL ***		0.00					
2013	A TO Z AFFILIATED COMPA	NIES Invoice	: 409236	INSTALL NEW		CAMERAS PO#: 0		
2043	Inv Date: 07.26.202		1,505.00 Paymen		Name:			
	Due Date: 08.25.202		0.00 Amt Pa	id: 0.00	Addr:			
	Disc Date: 07.26.202		0.00 Pd Da		.1	Doggunt		
Line	T		ty Liquidate		d Job#	Account	0 Bldg Maint & I	Fu
Line	INSTALL NEW NVR & TEST	CAMERAS 0.		1,505.0	0	001-210-4460C	, brug harme w	
			0,00	1,505.0	0			
	*** TOTAL ***		0,00			1000 C		
2042	A TO Z AFFILIATED COMP	ANIES Invoic	e: 409254		FOR BACK DO	OR POH: 0		
2043	Inv Date: 07.26.202		170.00 Payme		Name:			
	Due Date: 08.25.202		0.00 Amt Pa	id: 0.0	0 Addr:			
	Disc Date: 07.26.202		0.00 Pd Da	te:				
			Qty Liquidate	Expens	ed Job#	Account	o plde Walsh f	g.
Line	NEW KEY PAD FOR BACK DO		.00 0.00	170.0		001-510-4460	0 Bldg Haint &	ru
1	DEM YET LAD LOW DUCK DE							
			0.00	170.6	00		*	
	AAA TOTAL AAA							
	*** TOTAL ***					/ /	*	
805	COX COMMUNICATIONS	Invoid	ce: 7.20-8.19.21	TV AND/OR	INTERNET 7/2	20-8/19/2 POH: 0	¥ 	

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# CITY OF FREEPORT Print Invoice Edit Report for Batch: 15701

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endor	Namo		0.00 Amt Paid	0.00	Addrı			
	Due Date: 08.19.2021	Retain:						
	Disc Date: 07.20.2021	Discount:	0.00 Pd Date	Expensed	Job#	Account		FA
Line	Description	Qty	0.00	180.30		002	Telephone Expen	
1	ADMIN - TV AND/OR INTERNET	7/2 0.00	0.00	79,99			Telephone Expen	
2	WATER - TV AND/OR INTERNET	7/2 0.00	0.00	52.04		001-515-44100	Planning - Tele	
3	PLANNING - TV AND/OR INTER	NET 0.00	0.00					
			0.00	312.33		£		
	*** TOTAL ***		0.00					
				SERVER LEASE	- ADMIN &	SEWER POH: 0		
908	LEAF.	Invoice: 12	390.03 Payment		Name:			
	Inv Date: 07.21.2021	Inv Amt:	0.00 Amt Paid		Addr:			
	Due Date: 08.20.2021	Retain:	0.00 Pd Date					1
	Disc Date: 07.21.2021	piscount:	Liquidate	Expensed	Job#	Account		F
Line	Description	Qty	0.00	292,52		001-510-44400	Equipment Lease	
1	ADMIN - SERVER LEASE	0.00	0.00	97,51		420-535-44400	Equipment Lease	
2	SEWER - SERVER LEASE	0.00	0,00		-			
			0.00	390.03				
	*** TOTAL ***		0.00					
			CC410 4914-2	GARBAGE SERV	ICE - WWT	P PO#: 0		
1442	WASTE MANAGEMENT OF NW F	LORIDA Invoice: 91	83.68 Paymen		Name:			
	Inv Date: 07.22.2021	Inv Amt:	0.00 Amt Pai	The second secon	Addr:			
	Due Date: 08.21.2021	Retain:	0.00 Pd Dat			**		
	Disc Date: 07.22.2021	Discount:	Liquidate	Expensed	Job#	Account		F
Line		Qty	0.00	83.68		420-535-44350	Garbage	
1	GARBAGE SERVICE - WWTP	0.00			_			
			0.00	83.68				
	*** TOTAL ***		0.00					
				MONTHLY DRI	NKING WATE	ER ANALYSI PO#: 0		
1955	FUTURE LABS, INC.		1-63DW-JULY 1.047.00 Paymen		Name			
	Inv Date: 07.27.2021		1,047.00 Paymen 0.00 Amt Pa		Addr:			
	Due Date: 08.26.2021		0.00 And Pd Da					
		to I noteth .			1 - 1 4			
	Disc Date: 07.27,2021			Expense	d Job#	Account		
Line	e Description	Qty	Liquidate			410-533-43135	Outside Lab Ser	c
Line 1	e Description FREEPORT - MONTHLY DRINK	Qty ING WA 0.00	Liquidate 0,00	758.0	0	410-533-43135	Outside Lab Ser	c
	e Description FREEPORT - MONTHLY DRINK	Qty ING WA 0.00	Liquidate	758.0 289.0	0	410-533-43135	Outside Lab Ser	:
1	e Description	Qty ING WA 0.00	Liquidate 0,00 0,00	758.00 289.0	0	410-533-43135	Outside Lab Ser	:
1	e Description FREEPORT - MONTHLY DRINK	Qty ING WA 0.00	Liquidate 0,00	758.0 289.0	0	410-533-43135	Outside Lab Ser	c
1	e Description  FREEPORT - MONTHLY DRINK  NORTH BAY - MONTHLY DRIN	ING WA 0.00 KING W 0.00	Liquidate 0.00 0.00	758.0 289.0 1,047.0	0	410-533-43135	Outside Lab Ser	:
1 2	e Description  FREEPORT - MONTHLY DRINK  NORTH BAY - MONTHLY DRIN	Invoice:	Liquidate 0.00 0.00 0.00	758.0 289.0 1,047.0	O O OR PARKS	410-533-43135 412-534-43135	Outside Lab Ser	c
1	e Description  FREEPORT - MONTHLY DRINK  NORTH BAY - MONTHLY DRIN  *** TOTAL ***	Invoice:	Liquidate 0,00 0,00 0,00 0,00 212909	758.0 289.0 1,047.0 SUPPLIES FO	O O O R PARKS Name t	410-533-43135 412-534-43135	Outside Lab Ser	:
1 2	e Description  FREEPORT - MONTHLY DRINK  NORTH BAY - MONTHLY DRIN  *** TOTAL ***  CREST WHOLESALE SUPPLY	Oty ING WA 0.00 KING W 0.00 Invoice:	Liquidate	758.0 289.0 1,047.0 SUPPLIES FC	O O OR PARKS	410-533-43135 412-534-43135	Outside Lab Ser	:
1 2	e Description  FREEPORT - MONTHLY DRINK  NORTH BAY - MONTHLY DRIN  *** TOTAL ***  CREST WHOLESALE SUPPLY  INV Date: 07.20.202	Qty ING WA 0.00 KING W 0.00  Invoice: 1 Inv Amt: 1 Retain:	Liquidate 0,00 0,00 0,00 0,00 212909 190,75 Payme 0,00 Amt Pa	758.0 289.0 1,047.0 SUPPLIES FO	O O OR PARKS Name:	410-533-43135 412-534-43135	Outside Lab Ser	c c
1 2	e Description  FREEPORT - MONTHLY DRINK  NORTH BAY - MONTHLY DRIN  *** TOTAL ***  CREST WHOLESALE SUPPLY  Inv Date: 07.20.202  Due Date: 08.19.202  Disc Date: 07.20.202	Qty ING WA 0.00 KING W 0.00  Invoice: 1 Inv Amt: 1 Retain:	Liquidate 0,00 0,00 0.00 212909 190,75 Payme 0,00 Amt Pa	758.00 289.00 1,047.0  SUPPLIES FO cont: 0 (id: 0.00 ttet	O O O O O O O O O O O O O O O O O O O	410-533-43135 412-534-43135 PO#: 224	Outside Lab Se	
1 2 1868	e Description  FREEPORT - MONTHLY DRINK  NORTH BAY - MONTHLY DRIN  *** TOTAL ***  CREST WHOLESALE SUPPLY  Inv Date: 07.20.202  Due Date: 08.19.202  Disc Date: 07.20.202	ING WA 0.00 KING W 0.00  Invoice:  1 Inv Amt: 1 Retain: 1 Discount:	Liquidate 0.00 0.00 0.00 212909 190.75 Payme 0.00 Amt Pa	758.00 289.00 1,047.00 SUPPLIES FO	O O O O O O O O O O O O O O O O O O O	410-533-43135 412-534-43135 PO#: 224	Outside Lab Ser	
1 2	e Description  FREEPORT - MONTHLY DRINK  NORTH BAY - MONTHLY DRIN  *** TOTAL ***  CREST WHOLESALE SUPPLY  Inv Date: 07.20.202  Due Date: 08.19.202  Disc Date: 07.20.202	ING WA 0.00 KING W 0.00  Invoice:  1 Inv Amt: 1 Retain: 1 Discount:	Liquidate 0,00 0,00 0.00 212909 190,75 Paymo 0,00 Amt Pa 0,00 Pd Da Liquidate 156.75	758.00 289.00 1,047.0 SUPPLIES FO sid: 0.00 ate: Expens 190.7	O O O O O O O O O O O O O O O O O O O	410-533-43135 412-534-43135 PO#: 224	Outside Lab Se	
1 2 1868	PREEPORT - MONTHLY DRINK NORTH BAY - MONTHLY DRINK TOTAL ***  CREST WHOLESALE SUPPLY Inv Date: 07.20.202 Due Date: 00.19.202 Disc Date: 07.20.202 Description  SUPPLIES FOR PARKS PER	ING WA 0.00 KING W 0.00  Invoice:  1 Inv Amt: 1 Retain: 1 Discount:	Liquidate 0,00 0,00 0.00 212909 190,75 Payme 0,00 Amt Pa	758.00 289.00 1,047.0 SUPPLIES FO sid: 0.00 ate: Expens 190.7	O O O O O O O O O O O O O O O O O O O	410-533-43135 412-534-43135 PO#: 224	Outside Lab Se	
1 2 1868	e Description  FREEPORT - MONTHLY DRINK  NORTH BAY - MONTHLY DRIN  *** TOTAL ***  CREST WHOLESALE SUPPLY  Inv Date: 07.20.202  Due Date: 08.19.202  Disc Date: 07.20.202	Invoice:  Invoice:  Invoice:  Retain: Discount:  Qty	Liquidate 0,00 0,00 0.00 212909 190,75 Payme 0,00 Pd De Liquidate 156,75	758.00 289.00 1,047.0 SUPPLIES FO	O O O O O O O O O O O O O O O O O O O	410-533-43135 412-534-43135 PO#: 224 Account 001-572-45200	Outside Lab Se	
1 2 1868 Lin 1	PESCRIPTION  PREEPORT - MONTHLY DRINK  NORTH BAY - MONTHLY DRINK  TOTAL ***  CREST WHOLESALE SUPPLY  Inv Date: 07.20.202  Due Date: 08.19.202  Disc Date: 07.20.202  DESCRIPTION  SUPPLIES FOR PARKS PER TOTAL ***	ING WA 0.00 KING W 0.00  Invoice:  1 Inv Amt: 1 Retain: 1 Discount:	Liquidate 0,00 0,00 0,00 212909 190,75 Payme 0,00 Pd De 0,00 Pd De Liquidate 156.75	758.00 289.00 1,047.00 SUPPLIES FO	O O O O O O O O O O O O O O O O O O O	410-533-43135 412-534-43135 PO#: 224 Account 001-572-45200	Outside Lab Se	
1 2 1868	e Description  FREEPORT - MONTHLY DRINK  NORTH BAY - MONTHLY DRIN  *** TOTAL ***  CREST WHOLESALE SUPPLY  Inv Date: 07.20.202  Due Date: 08.19.202  Disc Date: 07.20.202  ne Description  SUPPLIES FOR PARKS PER **  *** TOTAL ***  GARLAND LAWN CONTROL	Invoice:  Invoice:  Invoice:  Retain: Discount:  Qty  Invoice:	Liquidate 0,00 0,00 0,00 212909 190,75 Payme 0,00 Pd Da Liquidate 156.75 156.75	758.00 289.00 1,047.0 SUPPLIES FO	O O O O O O O O O O O O O O O O O O O	410-533-43135 412-534-43135 PO#: 224 Account 001-572-45200	Outside Lab Se	
1 2 1868 Lin 1	e Description  FREEPORT - MONTHLY DRINK  NORTH BAY - MONTHLY DRIN  *** TOTAL ***  CREST WHOLESALE SUPPLY  Inv Date: 07.20.202  Due Date: 08.19.202  Disc Date: 07.20.202  Disc Date: 07.20.202  *** TOTAL ***  GARLAND LAWN CONTROL  Inv Date: 07.19.202	Invoice:  Invoice:  Invoice:  Retain: Discount:  Qty  TRAVIS  Invoice: Invoice:	Liquidate	758.00 289.00 1,047.0 SUPPLIES FO	O O O O O O O O O O O O O O O O O O O	410-533-43135 412-534-43135 PO#: 224 Account 001-572-45200	Outside Lab Se	
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1 2 1868 Lin 1	e Description  FREEPORT - MONTHLY DRINK  NORTH BAY - MONTHLY DRINK  *** TOTAL ***  CREST WHOLESALE SUPPLY  INV Date: 07.20.202  Due Date: 08.19.202  Disc Date: 07.20.202  ne Description  SUPPLIES FOR PARKS PER **  *** TOTAL ***  GARLAND LAWN CONTROL  INV Date: 07.19.202  Due Date: 08.18.202  Disc Date: 07.19.202	Invoice:  Invoice:  Invoice:  Petain:  Discount:  Invoice:  Invoice:	Liquidate	758.00 289.00 1,047.0 SUPPLIES FO	O O O O O O O O O O O O O O O O O O O	410-533-43135 412-534-43135  PO#: 224  Account  001-572-45200	Outside Lab Ser	11
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#### CITY OF FREEPORT Print Invoice Edit Report for Batch: 15701

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1	PARTS FOR SEWER PER ROBERT	1.00	95.						
					91.94				
	*** TOTAL ***		95.	09	71.74				
				3	PFICE SUPPLI	r.c	PO#: 2249		
202	QUILL	Invoice: 18				Name:			
	Inv Date: 07.19.2021	Inv Amt:		yment: 0	0.00				
	Due Date: 08.18.2021	Retain:	0.00 Amt		0.00	naari			
	Disc Date: 07.19,2021	Discount: .		Date:		Tob#	Account		F
Line	Description	Qty	Liquid	ate	Expensed	HOOU		Office Supplies	9
1	ADMIN SUPPLIES THAT ARE RU	NNIN 1.00	212.	,34	212.34		001-310-43100		
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		NICE Invoice:	2021/189		SEWER BORE	- 810 M	CDANIELS FIS PO#: 0		
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1	SEWER BORE - 810 MCDANIELS	FIS 0.00						
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1791	ROBERT HOKE	Invoice: Si		Payment: 0		lame:		
117-	Inv Date: 07.22.2021	Inv Amt:			0.00	Addr:		
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	7 TOTAL					on TIME	/aur.y 2021 POH: 0	
	· ·	Invoice: N	ILEAGE.JU	E/JULY.21	MAYOR'S MILE	GR JUNE	/JULY 2021 PO#: 0	
1618	RUSS BARLEY Inv Date: 07.21.2021	Inv Amt:	94.34	Payment:	0	Manie:		
		Retain:	0.00	Amt Paid:	0.00	Addr:		
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	Disc Date: 07.21.2021	Qty	Lic	uidate	Expensed	Job#	Account 001-510-44010 Travel Expense-	
Line	Description			0.00	94.34		001-510-44010 114002 117	
1	MAYOR'S MILEAGE JUNE/JULY	2021				-		
				0.00	94.34			
	*** TOTAL ***							
		Invoice:	21-1841		MAY 2021 WAS	TEHATER	ANALYSIS PON: 0	
19	The Water Spigot, Inc.		685.00	Payment:	0	Name:		
	Inv Date: 06.22,2021			Amt Paid:		Addr:		
	Due Date: 07.22.2021		0.00	Pd Date:				
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Line	e Description	Qty		0.00	685.00		420-535-43135 Outside Lab Se	r
1	MAY 2021 WASTEWATER ANAL	YS1S 0.00				122		
				0.00	685.00	)		
	*** TOTAL ***			0.00				
					TUNE 2021 W	ASTEWATE	R ANALYSIS PO#: 0	
19	The Water Spigot, Inc.	Invoice:				Name:		
13	Inv Date: 07.20.202	1 Inv Amt:	855.00			Addr:		
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L	JUNE 2021 WASTEWATER AN	ALYSIS 0.00		0.00	855.0		4	
L	JUNE 2021 WASTEWATER AN	ALYSIS 0.00				0	0.00 DISCOUNTS	

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# CITY OF FREEPORT Print Invoice Edit Report for Batch: 15701

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	Batch: 197017 Feriod: 07	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		T		
Account Number	Description	Debits	Credits	Other		
	Accounts Payable	0.00	90,937.65-	0.00		
001-20200	Encumbrance Reserve	3,460.25	0.00	0.00		
001-24100	Encumbrances	0.00	3,460.25-	0.00		
001-24300	Outside Labor & Services	120.00	0.00	0.00		
001-510-43130	Engineering Services	800.00	0.00	0.00		
001-510-43140	Travel Expense-Mayor & Council	94,34	0.00	0.00		
001-510-44010	Telephone Expense	180.30	0.00	0.00		
001-510-44100	Utilities	398.77	0.00	0.00		
001-510-44300	Equipment Lease	292.52	0.00	0.00		
001-510-44400	Bldg Maint & Furniture	1,808.49	0.00	0.00		
001-510-44600	Bldg Maint & Furniture	0.00	0.00	133,49	RNC PIÓ	
001-510-44600	Grounds Haintenance	320.00	0.00	0.00		
001-510-44690	Festival/Event Expense	24.07	0.00	0.00		
001-510-44930	Office Supplies	212,34	0.00	0.00		
001-510-45100	Office Supplies	0.00	0.00	212.34	ENC LIQ	
001-510-45100	PLANNING - REVIEW FEES	7,220.00	0.00	0.00		
001-515-43160	Planning - Telephone	52,04	0.00	0.00		
001-515-44100	Planning - Utilities	435.76	0.00	0.00		
001-515-44300	PLANNING - OFFICE SUPPLIES	16.00	0.00	0.00		
001-515-45100	BILLING - OFFICE SUPPLIES	24.99	0.00	0.00		
001-519-45100	BILLING - OFFICE SUPPLIES	0.00	0.00	24.99	ENC LIQ	
001-519-45100		63.07	0.00	0.00		
001-541-44300	Utilities	60,548.25	0.00	0.00		
001-541-45300	ROAD MATERIAL & SUPPLIES	44,69	0.00	0,00		
001-571-44300	Utilities	64.40	0.00	0.00		
001-572-44100	Telephone Expense	7,500.45	0.00	0.00		
001-572-44300	Utilities	28.95	0.00	0.00		
001-572-44610	Vehicle & Equip Maint	0.00	0.00	28.95	ENC LIQ	
001-572-44610	Vehicle & Equip Maint	2,284.00	0.00	0.00		
001-572-44660	R&M - Sports Complex	0.00	0.00	2,284.00	ENC LIO	
001-572-44660	R&M - Sports Complex	796.77	0.00	0.00		
001-572-45200	Operating Supplies & Mat	0.00	0.00	776.48	ENC LIQ	
001-572-45200	Operating Supplies & Mat	207.45	0.00	0.00		
001-572-45210	Gas & Oil	7,400.00	0.00	0.00		
001-572-46370	NATURE WALK TRIAL GRANT	7,400.00			-	
	FUND TOTALS	94,397.90	94,397.90-	3,460.25		
		0.00	2,293.32-	0.00		
410-20200	Accounts Payable	205.69	0.00	0.00		
410-24100	Encumbrance Reserve	0.00	205.69-	0.00		
410-24300	Engumbrances	758.00	0,00	0.00		
410-533-43135	Outside Lab Services	900.00	0.00	0.00		
410-533-43140	Engineering Services	380.69	0.00	0.00		
410-533-44100	Telephone Expense		0.00	0.00		
410-533-44300	Utilities	48.94 205.69	0.00	0.00		
410-533-45200	Operating Supplies & Mat	0.00	0.00	205.69	ENC LIQ	
410-533-45200	Operating Supplies & Mat	0.00	0,00		_	
	FUND TOTALS	2,499.01	2,499.01-	205.69		
	The manual Section 1995	0.00	469.00-	0,00		
412-20200	Accounts Payable	289,00	0.00	0.00		
412-534-43135	Outside Lab Services	180.00	0.00	0.00	2.4	
412-534-43140	Engineering Services					90
	FUND TOTALS .	469,00	469.00-	0.00		
•						
	cower Dent Infrastructure/Im	pr 4,500.00	0.00	0.00		
420-16490 420-20200	Sewer Dept Infrastructure/Imp	pr . 4,500.00	0.00 13,068.88-	0.00		

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Account Number	Description	Debita	Crodits	Other	
420-24100	Encumbrance Reserve	4,011.43	0.00	. 0.00	
420-24300	Encumbrances	0.00	4,011.43-	0.00	
420-535-43130	Outside Labor & Services	1,200.00	0,00	0.00	
420-535-43135	Outside Lab Services	1,540.00	0.00	0.00	
420-535-43140	Engineering Services	720.00	0.00	0.00	
420-535-44100	Telephone Expense	151.39	0,00	0.00	
420-535-44300	Utilities	768.02	0.00	0.00	
420-535-44350	Garbage	83.68	0.00	0.00	
420-535-44400	Equipment Lease	97.51	0.00	0.00	
420-535-45200	Operating Supplies & Mat	4,008.28	0.00	0.00	
420-535-45200	Operating Supplies & Mat	0.00	0.00	4,011.43	ENC LIQ
	FUND TOTALS	17,080,31	17,080.31-	4,011.43	
901-280-57200	Provided for Culture & Recreat	0.00	7,400.00-	0.00	
901-572-16490	Parks - Improvements	7,400.00	0.00	0.00	
	FUND TOTALS	7,400.00	7,400.00-	0.00	
	GRAND TOTALS	121,846,22	121,846.22-	7,677.37	



#### City of Freeport

#### BUDGET WORKSHOP MINUTES

July 15, 2021, 5:33 PM Council Chambers, Freeport City Hall

Council Members Present: Mayor Russ Barley, Councilwoman Elizabeth Brannon, Councilman Eddie

Farris, Councilman Mark Martin, Councilwoman Elizabeth Haffner

Staff Members Present: City Manager Charlie Simmons, City Clerk Malani Robinson, City Attorney

Clay Adkinson, Finance Officer Sara Bowers, Parks Director Travis Digges

#### 1. Meeting Called to Order

The meeting was called to order at 5:33 PM by Mayor Barley in the Council Chambers of Freeport City Hall.

#### 2. 2021 BUDGET WORKSHOP

Finance Officer Bowers informed the Council that she recommended that the City retain the same millage rate from last year which is 4.7302. Finance Officer Bowers continued by reminding Council that they needed to discuss possible dates for the 1st Public Hearing, siting the Florida statue that requires the meetings to occur after 5:00PM. Councilmembers discussed setting the 1st Public Hearing date to September 9, 2021 5:05PM.

Finance Officer Bowers notified Council that there will no longer be a North Bay Water System in the budget, noting it will be merged with the Freeport Water System and will maintain the inside of city limits and outside of city limits rates. Councilmembers discussed having Finance Officer Bowers discuss the legality of this action with City Attorney Adkinson. Councilwoman Brannon encouraged Finance Officer Bowers to investigate the North Bay account, noting that it was originally established to pay off a loan that was used to put a water line out to service the area.

Finance Officer Bowers informed the Council that she and City Manager Simmons had been in discussion regarding the federal increase in minimum wage. Finance Officer Bowers with the assistance of City Manager Simmons decided that it would be best to move the minimum wage from \$11.18 an hour to \$12.50 with the ability to move up to \$13 after the 90-day probationary period. Councilwoman Haffner expressed her concerns for the wage not being sufficient, as Councilman Farris noted the need to be competitive with the County. City Manager Simmons stated that the benefits that the City provided were attractive and advised the Council to gradually raise the wages. Councilwoman Brannon voiced her desire to see the City raise the pay scales of current employees out of longevity and respect. City Manager Simmons expressed that raises would be given on a merit based system, where based on performance they could get up to a 5% raise. Councilwoman Haffner expressed her approval of a merit-based system, noting that it would motivate employees to get to the higher percentage. Councilman Farris queried on how current employees felt about their salaries/wages. City Manager Simmons informed Council that current City employees were content with their wages, noting that he wants to pace the City through the lengthy process of wage increases.

City Manager Simmons informed the Council that the City created four positions that would be given to High School Students in an after school program, paying \$10 an hour at 3 hours a day. City Manager Simmons stated that this was an attempt to get High School students interested in local government by giving them job skill training. Parks Director Digges encouraged City Manager Simmons to be flexible with student activity schedules. City Manager Simmons stated that the High School would be in charge of selecting the students, who would then work for a 3-4 month window.

Finance Officer Bowers discussed possible workshop dates for the Council to select, which led to August 2nd at 3PM and August 17th at 3:30PM being viable dates. Finance Officer Bowers informed the Council that she should have the findings from the rate study by nest week. Councilman Farris noted that he would like for the City to ensure that it maintains a good insurance company in any attempt to be frugal. Councilwoman Brannon concurred noting that many employees were experiencing difficulties with obtaining certain medications because of the drastic changes in the prescription drug plans. Councilwoman Brannon stressed the importance of being aware of the needs of employees and to keep in mind that going cheap may not be in the interest of the employees. Councilwoman Haffner mentioned her wish for the City to increase its Christmas budget and to obtain more Christmas décor for the Sports Complex. City Manager Simmons stated that with growth would come more funding, nothing that the City would be undertaking one road project a year.

#### 4. Adjournment

Mayor Barley motioned to adjourn. The meeting adjourned at 6:02 PM.

Mayor		
ATTEST:		
TITEST.		
City Clerk		



#### City of Freeport

#### SPECIAL COUNCIL MEETING MINUTES

July 19, 2021, 5:00 PM Council Chambers, Freeport City Hall

Council Members Present: Mayor Russ Barley, Councilwoman Elizabeth Brannon, Councilman Eddie

Farris, Councilman Mark Martin, Councilwoman Elizabeth Haffner

Staff Members Present: City Manager Charlie Simmons, City Clerk Malani Robinson, City Attorney

Clay Adkinson, Finance Officer Sara Bowers, Parks Director Travis Digges

#### 1. Meeting Called to Order

The meeting was called to order at 5:00 PM by Mayor Barley in the Council Chambers of Freeport City Hall.

#### 2. SPECIAL COUNCIL MEETING

Engineer Rouchaleau opened the meeting by presenting Council a drafted project list that would be used in the Needs Plan for the City of Freeport, to be adopted in the Walton County Mobility Plan. Engineer Rouchaleau based on his professional opinion presented the top seven projects for the City of Freeport alongside a summary review with cost estimates of each recommendation. The following recommendations:

- 1. Marquis Way West Connector Road
- 2. Marquis Way East Connector Road
- 3. 83A East Intersection Improvements
- 4. Blueridge Parkway and SR-20 Intersection Improvements
- 5. SR-20 and U.S 331 Intersection Improvements
- Water Tower Road Connector Road
- 7. Four Mile Road Improvements

City Manager Simmons informed the Council that he and staff members had been in lengthy conversation with the County Commissioners to discuss the problem areas in the City. Councilmembers thanked Engineer Rouchaleau for his preparation of the list. Planning Director Hughes-Neel informed the Council that the Needs Plan would go hand in hand with the CIP, affording them the opportunity to go after additional funding. Planning Director Hughes-Neel noted that the list would ultimately be apart of a master plan for the City.

City Manager Simmons discussed the traffic issues over the weekend, noting that he spoke to a Mr.Duncan who approved property use for temporary traffic signage. Councilmembers briefly discussed possible signage language. Councilman Martin suggested the City acquire deputy reinforcement to monitor neighborhood street usage. City Manager Simmons notified Council that the County had received the traffic control signal box and was awaiting DOT installation.

4.	Adi	ournment
т.	Au	our mineme

Mayor

Mayor Barley motioned to adjourn. The meeting adjourned at 5:29 PM.

ATTEST:		
		_
City Clerk		
,		



#### City of Freeport

#### REGULAR COUNCIL MEETING MINUTES

July 22, 2021, 6:30 PM Council Chambers, Freeport City Hall

Council Members Present: Mayor Russ Barley, Councilwoman Elizabeth Brannon, Councilman Eddie

Farris, Councilman Tripp Hope, Councilwoman Elizabeth Haffner

Councilman Mark Martin

Staff Members Present:

City Manager Charlie Simmons, City Clerk Malani Robinson, City Attorney

Clay Adkinson, Planning Director Latilda Neel, Finance Officer Sara Bowers,

Billing Manager Debbie Roberts, Parks Director Travis Digges, Sewer

Supervisor Robert Fawcett, City Engineer Alex Rouchaleau

#### 1. Meeting Called to Order

The meeting was called to order at b 6:30PM y Mayor Barley in the Council Chambers of Freeport City Hall.

#### 2. Invocation and Pledge of Allegiance

The invocation was given by Councilman Farris, followed by the Pledge of Allegiance to the American Flag.

#### 3. Swearing- In Ceremony

Judge Green conducted the swearing-in ceremony for the following Councilmembers:

- Mayor Russ Barley
- Councilman Tripp Hope
- Councilman Mark Martin
- Councilwoman Elizabeth Brannon

Judge Green declared all officers dually involved.

#### 4. Recognition of Guest

None.

- 5. Consent Agenda
- a. Bills
- b. City Council Meeting Minutes- July 13, 2021
- c. Revenue & Expenditure Reports through June 2021

#### 6. Public Comment on Consent Agenda

None.

#### 7. Approval of Consent Agenda

Moved by: Councilwoman Brannon Seconded by: Councilman Farris

To approve the consent Agenda as presented.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Brannon: aye

Councilman Farris: aye

Councilwoman Haffner: aye

Councilman Hope: aye

Councilman Martin: aye

Carried

#### 8. Consideration of Additions/Deletions to Agenda

- Billing Manager Roberts- Delete Write-Off Memo
- City Manager Simmons- Add SLE98 Contract and City & County Road Maintenance Agreement

#### 9. Approval of Agenda with Additions/Deletions

Moved: Councilwoman Haffner Seconded: Councilwoman Brannon

To approve the agenda with the specified additions as presented.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Brannon: aye

Councilman Farris: aye

Councilwoman Haffner: aye

Councilman Hope: aye

Councilman Martin: aye

Carried

#### 10. Staff Reports

- a. Water
- b. Sewer
- c. Parks
- d. City Manager

#### 1. SLE98 CONTRACT

City Manager Simmons presented the SLE98 Contract before Council noting that after discussion with City Attorney Adkinson he recommended the following amendments:

- 30 day written termination/exit clause
- 15-day transitional period between I.T. companies.

City Attorney Adkinson added that he would like to extend the confidentiality provision being that this was a government entity.

Moved by: Councilwoman Brannon Seconded by: Councilman Martin

To approve the SLE98 contract with the recommended changes.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Brannon: aye

Councilman Farris: aye

Councilwoman Haffner: aye

Councilman Hope: aye

Councilman Martin: aye

Carried

#### 2. City and County Interlocal Road Agreement

City Manager Simmons informed Council that after many discussions with the County Commissioners they have amended the Interlocal Road Agreement to better assist the City. City Manager Simmons noted that there were additional roads added and would include road resurfacing only on the roads already with the City. City Manager Simmons continued by adding that the amended agreement would allow the City to add roads when deemed necessary as well as pay for 2 miles of road resurfacing per year. City Manager Simmons disclosed that this year they would be resurfacing Washington Street and next year South Jackson Street. Councilwoman Brannon asked for clarity on the agreement. City Attorney Adkinson informed Council that this agreement called for more County expenses with expanded services for the City, thus accomplishing what the City wants.

Moved by: Councilman Farris

Seconded by: Councilwoman Brannon

To approve the amended Interlocal Road Agreement.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Brannon: aye

Councilman Farris: aye

Councilwoman Haffner: aye

Councilman Hope: aye

Councilman Martin: aye

Carried

#### 3. Updates

City Manager Simmons announced to the Council that he will be hosting a Town Hall Meeting on August 9, 6PM in the Council Chambers to get input from residents on the new rate study. City Attorney Adkinson advised Council not to attend to avoid having to notice and take minutes. City Attorney Adkinson noted that the Town Hall session would be informational only, not policy setting. City Attorney Adkinson assured Council that by not attending they would have a chance to review the content, adding that Town Hall Meetings were a useful tool to assist the Council in their decision-making process.

- e. City Clerk
- f. Finance
  - 1. Set Tentative Millage Rate and 1st Public Hearing Date

Finance Officer Bowers advised Council to maintain the millage rate at 4.7302 and explained that if the millage rate were to increase that the City would have to pay a significant cost as well as send mailouts to every resident. City Attorney Adkinson concurred, noting that raising the millage rate was not advisable.

Moved by: Councilwoman Haffner Seconded by: Councilman Martin

To maintain the millage rate at 4.7302.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Brannon: aye

Councilman Farris: aye

Councilwoman Haffner: aye

Councilman Hope: aye

Councilman Martin: aye

Carried

#### 2. Workshop Dates Scheduling

Finance Officer Bowers asked Council to approve the Workshop date and First Public Hearing date discussed at the previous Budget Workshop.

Moved: Councilman Farris

Seconded: Councilwoman Brannon

To approve Budget Workshops for August 9th at 9AM, and August 17th at 3:30PM.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Brannon: aye

Councilman Farris: aye

Councilwoman Haffner: aye

Councilman Hope: aye

Councilman Martin: aye

Carried

- g. Billing
  - 1. Write-Off Memo
- h. Planning
- i. Legal
  - 1. 2ND Reading of City Manager Ordinance

City Attorney Adkinson informed the Council that the amended ordinance reflected the following changes:

- Residential requirements for the City Manager would now be to dwell in Walton County.
- Qualifications for the City Manager would now be code based minimum qualifications.
- Repealing the section that states the City Manager would be a temporary hire.

Moved by: Councilwoman Brannon Seconded by: Councilman Farris

To hold 2nd Reading and to adopt the City Manager Ordinance.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Brannon: aye

Councilman Farris: aye

Councilwoman Haffner: aye

Councilman Hope: aye

Councilman Martin: aye

#### 2. Employment of City Manager

City Attorney Adkinson called for Council to act in appointing City Manager Simmons as the permanent City Manager. Councilman Farris expressed his gratitude to City Manager Simmons for serving as the City Manager. Mayor Barley informed the Council that City Manager Simmons was currently working for half the salary of a city manager, therefore he would request that City Manager Simmons also receive the full salary. Finance Officer Bowers informed the Council that they had \$100,000 in the budget for a city manager. City Attorney Adkinson also advised Council to retroactive City Manager Simmons's pay; Finance Officer Bowers noted that the amendment would be effective for the July 19 pay period.

Moved by: Councilman Farris Seconded by: Councilman Hope

To appoint City Manager Simmons as the permanent City Manager until the Council no longer wishes to have his services.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Brannon: aye

Councilman Farris: aye

Councilwoman Haffner: aye

Councilman Hope: aye

Councilman Martin: aye

Carried

Moved by: Councilman Farris Seconded by: Councilman Hope

To increase the City Manager salary to \$100,000.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Brannon: aye

Councilman Farris: aye

Councilwoman Haffner: aye

Councilman Hope: aye

Councilman Martin: aye

Carried

#### 3. Resolution for Interim Financing

City Attorney Adkinson informed the Council that the City would need their signage of the certificate Resolution as a requirement for the interim financing for the wastewater treatment expansion. City Attorney Adkinson quickly briefed Councilman Hope on the plans for funding the project and requested signage of the document. City Attorney Adkinson informed Council that the City would be closing on the interim financing next week.

City Attorney Adkinson noted that the following Resolution 2021-04 would be to authorize the issuance of the wastewater system revenue bond, not to exceed \$23,060,000 based on figures presented by Engineer Rouchaleau at the previous meeting.

Moved by: Councilman Farris

Seconded by: Councilwoman Brannon

To approve signage of Resolution 2021-03 for Interim Financing.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Brannon: aye

Councilman Farris: aye

Councilwoman Haffner: aye

Councilman Hope: aye

Councilman Martin: aye

Carried

Moved by: Councilwoman Haffner Seconded by: Councilman Farris

To approve Resolution 2021-04.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Brannon: aye

Councilman Farris: aye

Councilwoman Haffner: aye

Councilman Hope: aye

#### Councilman Martin: aye

Carried

- j. Engineering
- 11. Old Business
- 12. New Business
  - a. Mayor Russ Barley

Mayor Barley expressed his thanks for being able to serve with the re-elected Councilmembers and gave well wishes to serve the next four years with newly elected Councilman Hope.

- b. Councilwoman Brannon
- c. Councilman Farris
- d. Councilwoman Green
- e. Councilwoman Haffner
- f. Councilman Martin
- 13. Public Comment
- 14. Adjournment

Mayor Barley motioned to adjourn. The meeting adjourned at 7:04PM.

Mayor	
ATTEST:	
ATTEST,	



## THE CITY OF POST OFFICE BOX 339 FREEPORT, FL 32439

To:

City Council

From: Sara Bowers, Financial Officer

Date: July 21, 2021

Re:

City Insurance

Please find attached the renewal quote provided by the Florida League of Cities as well as a copy of last year's quote and a comparison between the two years. Staff is respectfully requesting council approval of this quote.



Protecting the Communities We Call Home

#### RENEWAL QUOTE FOR 2021-2022

# City of Freeport

Coverage	<u>Deductible</u>	<u>Limit</u>	Premium
General/Professional Liability	\$0	\$1,000,000	\$49,486
Automobile Liability	\$0	\$1,000,000	\$3,495
Automobile Physical Damage	Per Schedule		\$4,965
Property	\$500	\$25,544,866	\$116,784
Workers' Compensation Experience Modification 0.76	\$0 10/1/21	Total Payroll \$1,777,763	\$33,647
TOTAL FMIT PREMIUM			\$208,378

*Includes: Drug Free Credit: Yes

Safety Credit: Yes

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.



Protecting the Communities We Call Home

#### RENEWAL QUOTE FOR 2020-2021

# City of Freeport

Coverage		<u>Deductible</u>	Limit	<u>Premium</u>
General/Professional Liability		\$0	\$1,000,000	\$44,803
Automobile Liability		\$0	\$1,000,000	\$3,355
Automobile Physical Damag	9	Per Schedule		\$4,181
Property		\$500	\$25,544,866	\$103,698
Workers' Compensation Experience Modification	0.76	\$0 10/1/20	Total Payroll \$1,615,060	\$30,527

#### TOTAL FMIT PREMIUM

\$186,564

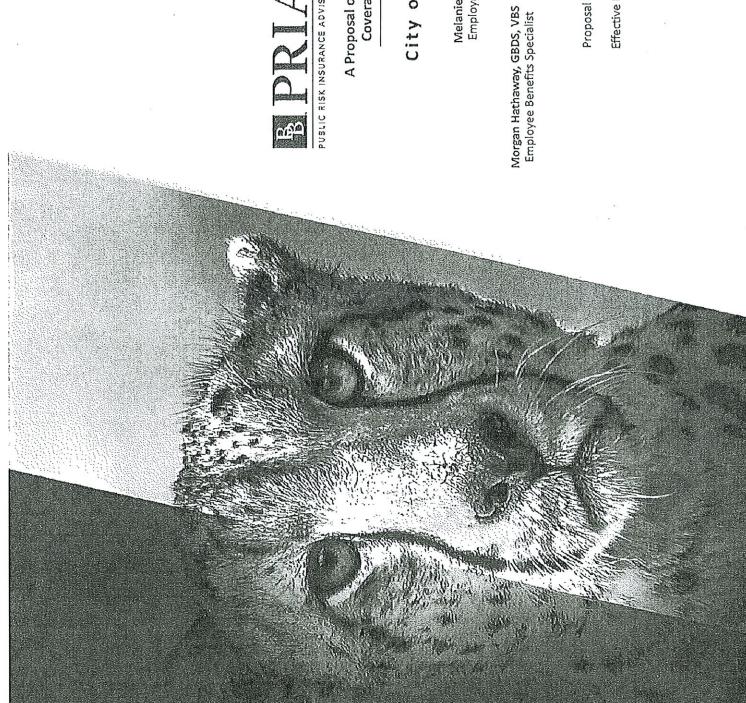
*Includes: Drug Free Credit: Yes

Safety Credit: Yes

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

## FLORIDA LEAGUE OF CITIES FLORIDA MUNICIPAL INSURANCE TRUST

<u>Coverage</u>	2020-2021 <u>Premium</u>	2021-2022 Premium	<u>Difference</u>
General/Professional Liability	\$44,803	\$ 49,486	\$ 4,683
Automobile Liability	\$3,355	\$ 3,495	\$ 140
Automobile Physical Damage	\$ 4,181	\$ 4,965	\$ 784
Property	\$103,698	\$ 116,784	\$ 13,086
Workers' Compensation	\$30,527	\$ 33,647	\$ 3,120
TOTAL	\$186,564	\$208,377	\$ 21,813
Percentage Increase			11.692%



PUBLIC RISK INSURANCE ADVISORS

# A Proposal of Employee Benefits Coverage and Service

# City of Freeport

Melanie Stegall, GBDS, VBS Employee Benefits Advisor

Morgan Johnson, GBDS, VBS Marketing Specialist

Proposal Date: August 3, 2021

Effective Date: October 1, 2021

# Public Risk Insurance Advisors

srown & Brown is one of the largest and most respected independent insurance intermediaries in the nation, with over 80 years of continuous service. The Company is ranked as the sixth largest such organization in the United States by Business

unique risk exposures and operating environment of public entities allows us to tailor insurance products and services to effectively meet their needs. As the only independent insurance agency solely dedicated to the public entity market, we are Public Risk Insurance Advisors (PRIA), a wholiy owned subsidiary of Brown & Brown, Inc., has established itself as one of the premier insurance services organizations for public entities in the United States. Our in-depth understanding of the uniquely qualified to meet and exceed the expectations of our clients. Our 20 years of insuring local governments has afforded us significant experience and insight into the unique challenges and constraints that our clients face.

As a Brown & Brown company, PRIA has access to hundreds of insurance markets nationwide. The buying power and premium leverage within the organization is surpassed by few agencies.

PRIA focuses on developing innovative approaches towards managing your risk. Cost effective insurance products, professional service, and commitment to client's needs are our primary goals. Proof of account satisfaction is reflected by a 97% business retention rate.

Medical, Dental, Vision, Cobra, Life, Disability and Section 125 pre-tax reimbursement accounts just to name a few. We are able to provide fully insured programs for employers of all sizes and self funded programs to meet the special needs of employers interested in that type of arrangement. In addition to providing the insurance programs, we assist in the design, cost-containment, management and development of your employee benefit package. Employee Benefits is just one area of expertise we can provide. Our benefit programs include

All Employee Benefit clients are assigned an "In House" Employee Beefits Specialist to assist with Billing. Claims, Eligibility, Enrollment, or any other issues or questions that arise.

For our clients that opt for self insured programs, we not only provide the mentioned above, but also supply detailed reports to help you monitor your program dosely. We also place the reinsurance, help design a plan to meet your needs and work closely with you and the Third Party administrator during the implementation as well as throughout the year to ensure the plan operates smoothly,

As for property and casualty, PRIA is a recognized leader in the area of professional liability, governmental and municipal insurance programs, pollutions liability and many other specialized areas of risk. All property and casualty clients are assigned an "In-House" Public Risk Specialist.

# Commitment to Our Clients

The Employee Benefits Division at Pubic Risk Insurance Advisors is focused on providing you with the best products at the most competitive rates possible. We ensure a very high level of customer service by remaining involved with you after the plan's effective date.

In addition to the PRIA's Employee Benefits Advisor, all clients are assigned a team of dedicated service and marketing professionals committed to fast, efficient and friendly service during plan renewal and every other day of the year. - We provide assistance with carriers to resolve any issues concerning policy administration, claims and billing.

We provide expertise in designing, analyzing, and maintaining an employee benefits program that will holp you attract and retain quality employees. We provide timely guidance on local and national trends in employee benefits and in the carrier marketplace. As part of the 6th largest insurance broker in the country (as determined by Business Insurance magazine) we have the resources to partner with clients of all sizes and industries to maximize benefits and contain costs. The Employee Benefits Division in Daytona Beach, FL is fully automated and highly efficient in marketing plan renewals and new business. We have access to all local and national carriers, third parry administrators, and other specialists in the employee benefits industry

Medical - Dental - Vision - Life - Disability Plans - Cafeteria Plans - 401(k) Plans - Self-funded and Partially Self-funded arrangements - Employee Assistance Programs - Voluntary (employee-paid) Long-Term Disability, Short-Term Disability, Dental and Accident & Sickness plans.

(386) 252-6176 (386) 845-9229 - Fax <u>Address</u> Public Risk Insurance Advisors

300 North Beach Street
Daytona Beach, FL 321,14
Website
www.bbpria.com
NYSE Listed: BRO

# Retail Compensation Disclosure

as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part nay receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company. by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we hat have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the

the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, Brown entities operate independently and are not required to utilize other companies owned by Brown, Inc., but routinely do so. In addition to providing access to If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry/

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## Disclaimers and Disclosures

- The analysis of the following plans is a summary. Please refer to the policy certificate for a full list of coverage and exclusions.
- •The rates and benefits in this proposal are based upon underwriting factors which include, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn.
  - •If you select to change carriers, any existing plans with other carriers should not be cancelled until advised by Public Risk Insurance Advisors.
    - This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available.
- This presentation is the proprietary work product of Public Risk Insurance Advisors and is not authorized for further use or distribution
  - •All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.
- •Public Risk Insurance Advisors representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any tems that may be in question.
- Public Risk Insurance Advisors representatives may from time to time provide guidance regarding certain requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice regarding legal requirements.
  - •The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly.
- penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your (Profit Center Name) representative at •Failure to adhere to provisions of the Affordable Care Act (such as pay-or-play, employer reporting requirements, benefit mandates, etc.) may result in significant fees and
- plan renewal date. If an employee must enroil to continue coverage, the SBC must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the next year, the SBC must be information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution . You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the

# Notice of Carrier Financial Status

industry that elect not to participate in AM Best's rating process for various reasons. Therefore, Brown & Brown periodically places coverage with carriers rated less than A- or Brown & Brown makes every attempt to place coverage with carriers rated A- or better* through AM Best (www.ambest.com), a national credit rating agency with a specific focus on the insurance industry. Because an AIM Best rating is not required by the various state departments of insurance, there are many carriers in the Employee Benefits non-rated by AM Best.

financial soundness or stability of any insurance company or alternative risk transfer entity, or otherwise predict whether the financial condition of a company might improve or deteriorate, we encourage you to review the financial information for each carrier at AM Best's website (www.ambest.com), a state department of insurance website, the Please be advised that Brown & Brown does monitor carriers rated less than A- or non-rated on an ongoing basis. However, because Brown & Brown cannot certify the applicable carrier website and/or with your accountant, legal counsel and other advisors. If you need assistance identifying the appliable issuing carriers for your current coverage, renewal coverage, or the coverage options being presented to you, please feel free to contact us at (386) 252-6176 for assistance. Alternative quotes with an A- or better rated carrier may also be available upon your request.

## Marketing Summary

Medical Florida Blue

Current | Renewal | Alternates

Dental Standard

Current | Renewal

Basic Life & AD&D | Voluntary Life & AD&D Standard Current

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Executive Summary of Medical & Prescription Drug Coverage City of Freeport

Rate Change from Current (%): Rate Change from Current (5):	Estimated Annual Premiums:	Estimated Monthly Premiums:	family:	Employee + Child(ren):	Employee + Spouse:	Employee:	Plan Rates   Current Enrollment	Per Occurrence Deductible (Inpatient/Outpatient):	Maximum Out-of-Pocket:	Coinsurance:	Plan Deductible	Mail Order Prescription (90 Day Supply): Non-Network Plan Details	Prescription Tier	Deductible:	Prescription Orug	Advanced Imaging Services (MRI, MRA, PET, CT):	Lab & X-Ray Outpatient:	Disproctic Services	Ambulatory Surgery Contest	Organical coding	tmergency Koom:	in province and opposite and and insulative	Innations Hospital Boy Admission	Hospital / Emergency Services	Chiropractic:	Specialist:	Office Visit:	Physician Services	(Includes Deductible, Copay, Rx)	Maximum Out-of-Pocket:	Coinsurance:	Calendar or Policy Year:	Embedded Deductible:	Plan Deductible		Plan Details	Plan Name	Vendor	October 1, 2021 - September 30, 2022
	1	1 32 1	ы	0	0	31	177							1			1							1			1							1			1		1-1
e de la constante de la consta	\$301,628 \$9.476	\$25,136	\$2,116,30	\$1,373.74	\$1,485.12	\$742.56	Current	N/A	\$15,800 \$31,600	50%	\$6,000 \$12,000	2x Copay (Specialty not covered) Non-Network	\$4/\$15   \$30/\$75   \$150   \$300	N/A		\$350	\$50 Lab   \$150 X-Ray	\$**CC	SADO	Option 1: 6500   Option 3: 6750	SSOU + Deductible	Deductible	Option 1: \$1,000 + Deductible   Option 2: \$1,250 +		\$55	\$55	\$25		Yes, Yes, Yes	\$7,500 \$15,800	0%	Calendar	ď	\$3,000 \$6,000		Network	BlueOptions All Copay 16003	BlueCross BlueShield	Current
4,58% 513,823	\$3.15,451 \$9.858	\$25,288	\$2,213.28	\$1,436.69	\$1,553.18	\$776.59	Renewal	N/A	\$16,400 \$32,800	50%	\$6,700 \$13,400	2x Copay (Specialty not covered) Non-Network	\$4 / \$15   \$30 / \$75   \$150   \$300	N/A		\$350	SSO Lab   S150 X-Ray	\$-000 0	S400	Option 1: SSOO   Option 7: S7SO	SEO + Deductible	Deductible .	Option 1: \$1,000 + Deductible   Option 2: \$1,250 +		\$55	\$55	\$25		Yes, Yes, Yes	\$3,200 \$15,400	0%	Calendar	Yes	\$3,350 \$6,700		Network	BlueOptions All Copay 16003	BlueCross BlueShield	Renewal
6.06% \$18,291	\$319,919	\$26,660	\$2,244.63	\$1,457.04	\$1,575.18	\$727.59	Option 1	N/A	\$15,800 \$31,600	50%	\$5,000 \$10,000	2x Copay, deductible applies to tiers 6 -7 (Specialty not covered)  Non-Network	\$4 / \$25   \$30 / \$55   50% after deductible   50% after deductible	See In-Network Medical Deductible		\$350	\$50 Lab   \$200 X-Ray		\$500	\$1,000	\$75 \$800		\$750 per day - \$2,250 max		\$70	\$70	\$30		Yes, Yes, Yes	\$7,900 \$15,800	0%	Calendar	Yes		Single	Network	BlueOptions All Copay 18003	BlueCross BlueShield	Option 1

מלכליה ו שלים	City of Freeport	Executive Sur
tohar 1 2021 - Santamber 20 2022		Executive Summary of Medical & Prescription Drug Coverage
		ption Drug Coverage

Estimated Annual Premiums: PEPY  Rate Change from Current (%): Rate Change from Current (\$):	Estimated Monthly Premiums:	Family:	Employee + Child(ren):	Employee + Spouse:	Employee:	Plan Rates   Current Enrollment	Per Occurrence Deductible (Inpatient/Outpatient):	Maximum Out-of-Pocket:	Coinsurance:	Plan Deductible	Mail Order Prescription (90 Day Supply): Non-Network Plan Details	Prescription Tier	Deductible:	Prescription Drug	Advanced Impaire Spains (MB) MBA BET CTI.	Diagnostic Services	Ambulatory Surgery Center:	Outpatient Surgical Facility:	Urgent Care:	Emergency Room:	Impatient Hospital Per Admission:	Hospital / Emergency Services	Chiropoctic	Specialists	Office Visit:	Physician Services	(Includes Deductible, Copay, Rx)	Maximum Out-of-Pocket:	Coinsurance:	Calendar or Policy Year:	Embedded Deductible:	Plan Deductible	Plan Details	Plan Name	Vendor	October 1, 2021 - September 30, 2022
\$291,449 \$9,108 \$3,27% -3,37% -\$10,179	32 \$24,287	1 \$2,044,38			31 \$717.50	Option 2	N/A	\$15,000 \$32,000	40%	\$6,000 \$12,000	2x Copay, deductible applies to tiers 6-7 (Specialty not covered)  Nan-Network	\$4 / \$20   \$50 / \$100   \$300 after deductible   \$500 after deductible	See In-Network Medical Deductible	Deddcttoje + Coinstrance	Social Deductible + Coinsurance X-Ray		Deductible + Coinsurance	Deductible + Coinsurance	333	Deductible + Coinsurance	Deductible → Coinsurance		\$80	\$30	\$45		YES, YES, YES	\$3,000 \$16,000	20%	Calendar	Ř	\$3,000	Network Network	BlueOptions Everyday Health 19703	BlueCross BlueShield	Option 2
\$315,325 \$9,854 4,56% \$13,697	\$26,277	\$2,212,40	\$1,436.12	\$1,552.56	\$776.28	Option 3	N/A	\$10,000 \$20,000	50%	\$4,000	2x Copay, deductible applies to tiers 6-7 (Specialty not covered)  Non-Network	\$4   \$10   \$15   \$30   \$50 after deductible   \$150 after deductible	See in-Network Medical Deductible	neadcaple + Consulance	Deductible + Constrance		Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance	Vanish and the state of the sta	Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance		Yes. Yes. Yes	\$5,000 \$10,000	20%	Calendar	Yes	CO 000 CO	Network Contracts	Bitte Options Essential (HCA) 21201	BlueCross BlueShield	Option 3
\$330,984 \$10,243 9,73% \$29,256	\$27,582	\$2,322,27	\$1,507.44	\$1,629.66	\$314.83	- Option 4	N/A	\$6,200 \$12,400	S0%	\$3,200	2x Copay, deductible applies to tiers 6-7 (Specialty not covered)  Non-Nerwork	$$4/$10 \mid $15/$30 \mid $50$ after deductible $\mid $150$ after deductible	See in-Network Medical Deductible	Deductible + Comsurance	Deductible + Coinsurance		Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance		Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance		Yes, Yes, Yes	\$3,100 \$6,200	20%	Calendar	Yes	\$1,600	Network Contract	Bite-Options Fescontial (HSA) 21202	BlueCross BlueShield	Option 4

	October 1, 2021 - September 30, 2022	City of Freeport	Executive Summary of Dental Coverage
Current   Renewal			

October 1, 2021 - September 30, 2022			
			Current   Renewal
Vendor			Standard
Network:			Ameritas
			Network
Plan Details		Single	Family
Coinsurance Percentage (Preventive   Basic   Major   Ortho):	š	•	100%   80%   50%   50%
Deductible (Family Maximum):		\$50 .	None
Deductible Waived for Preventive:			Y.B.
Calendar Year Maximum:			\$1,000
Orthodontic Lifetime Maximum:			\$1,000
Included Adult Ortho:			YES
Dental Services		Benefit Level	Frequency
Routine Exam & Cleaning:		Preventive	2 per benefit period
Fluoride Treatment:		Preventive	1 per benefit period, age 18 & under
X-Ray (Bitewings):		Preventive	2 per benefit period
X-Ray (Full Mouth):		Preventive	1 per 3 years
Sealants:		Preventive	to age 16
Fillings:		Basic	1 per 6 months
Root Canal Therapy:		Basic	Retreatment 1 per 12 months
Crowns:		Major	1 in 5 years
Bridges		Major	1 in 5 years
Dental ex		Not covered	N/A
Non-Network Details			Non-Network
Coinsurance Percentage (Preventive   Basic   Major   Ortho):			100%   80%   50%   50%
Deductible (Family Maximum):		\$50	None
Deductible Waived for Preventive:			YR
Calendar Year Maximum:			\$1,000
Percent of UCR:			90th
Waiting Periods:			None
Allows Annual Open Enrollment:			Yes
Included Rollover:			None
Employer Contribution:			0%
Participation Requirement:			60%
Rate Guarantee:			
Plan Rates   Current Enrollment .		Renewal	Renewal
Employee:	9	\$36.25	\$37.68
+ Spause:	ω	\$74.60	\$77.56
Employee + Child(ren):	0	\$93.26	\$97.00
Family:	0	\$129.56	\$134.72
Total:	H		
Estimated Monthly Premiums:		\$550	\$572
Estimated Annual Premiums:		\$6,601	\$6,862
PEPY		\$550	\$572
Rate Change from Current (%):			4%
Rate Change from Current (\$):			\$261

City of Freeport Executive Summary of Group Life & AD&D Coverage

October 1, 2021 - September 30, 2022

Basic Life: AD&D:

1,532,500 1,532,500

		Current	
Vendor		Standard	
Class Definition   Plan Details:	Benefit	Maximum	Guarantee Issue
Class 1: All Employees	\$50,000	\$50,000	\$50,000
		to 65% at age 65	
Reduction Schedule:		to 50% at age 70	
		to 35% at age 75	
Waiver of Premium:		included	
Conversion:		included	
Accelerated Death Benefit:		Included	
Seatbelt/Safe Driver Benefit:		Included	
Current Enrollment:			
Employer Contribution:		100%	
Participation Requirement:		100%	
Rate Guarantee:		Until 9/30/2022	
Plan Rates		Current	
Basic Life		\$0.422	
AD&D		\$0.030	
Estimated Monthly Premiums:		\$693	
Estimated Annual Premiums:		\$8,312	

Notes:

6 face-to-face visit EAP: \$0.35 PEPM

Notes:

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Executive Summary of Voluntary Group Life & AD&D Coverage City of Freeport October 1, 2021 - September 30, 2022



#### MEMORANDUM

DATE:

July 13, 2021

TO:

City Council

FROM:

Debbie Roberts, Utility Billing Manager

SUBJECT:

Write-off Accounts through June 30, 2020

I respectfully request approval to write off all past due accounts from July 1, 2019 through June 30, 2020.

The total write-off amount is \$10,479.28 for 72 accounts. This includes all accounts that have a balance due or owed from July 1, 2019 through June 30, 2020 that had. These balances will now be moved to Bad Debt on each account.

Thank you.

### NORTH 1= PROJECT LOCATION

Vicinity Map NOT TO SCALE

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MTNESS JODY ALLEN, MANAGING MEMBER Acknowledgment to Dedication:
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CASTOURN LAW FIRM, PA

## VERANDAS AT FREEPORT PHASE 1C-5 A TOWNHOME SUBDIVISION IN SECTION 10, TOWNSHIP 1 SOUTH, RANGE 19 WEST, CITY OF FREEPORT, WALTON COUNTY, FLORIDA POB CETAN TON SETTING SECURITY SE

HODIC: THE PLAT, AS RECORDED IN ITS CALAPHIC FORM, ES THE CONTRACTOR CONTRACT

City Council's Approval;
has presented to the city coard; or recedent, it cred and approval of the city coard; or recedent, it cred and approval on the city coard.

Legal Description:

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SAID PARCEL CONTAINING 1.71 ACHES, MORE OR LESS.

### Seneral Notes:

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- CAPTIONS WHICH AMPEAR OUTSIDE THE PLATED SUBGINSION ARE FOR CONVENIENCE ONLY, NO CONVEXANCE OF ROWER TO CONVEY ANY LANG ON ANY INTEREST IN LANGS OUTSIDE THE SUBGINSION IS INTENDED OR IMPLIED.
- THERE MAY BE ADMIDHAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAF MAY BE FOUND IN THE PUBLIC RECORDS OF WALTON COUNTY.
  - 4. UNES EXTENDING FROM CURVED UNES ARE RADIAL UNLESS OTHERMSE SHOWN.
- THE PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SIGNET OF THE SUBJECT PROPERTY PREPARED BY THIS THAN AND HELTS HAS CENTROMOS OF PREVIOUS AS DETRIED IN TOPICS ADMINISTRATING CODE, SA-17 (FORBURLY CHAPITER NIGHT-6) OF THE FLORIDA STATUTES CHAPITER 472.027.
- ALL LOT CORNERS. SHOWN ON THIS PLAT HAVE BEEN SET IN THE PRELD WITH CAPPED REPROPORTING TO PERMANDENT CONTING. POINTS MARKED CREMANDAR TOWNERS 3501.

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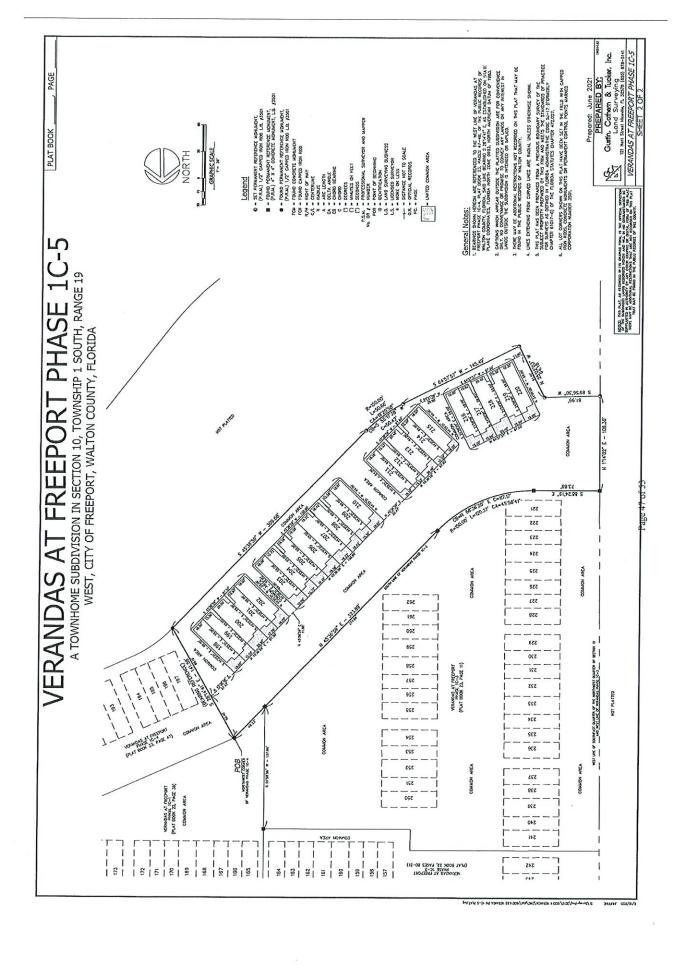
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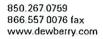
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KIDNDEK KURCK KEY MAP AND CERTIFICATES DETAIL SHEET Index:

Key Map NOT TO SCALE

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Land Surveying
121 Het Strat Nessele, p. 33378 (359) 573-5541
VERANDAS AT FREEPORT PHASE 1C-5 PRESENTED TO BEING STATUTES TAXION) ALL QUERAC GARGE SORGE OF THE TAXION CONTINUES OF THE STATUTES OF THE STATUTES OF THE STATUTES OF THE STATUTE OF THE STA HAS IS TO CURTINY THAT THIS PLAT WAS PRESENTED TO THE CITY ENCINCER OF PREEPORT, FLORIDA AND WAS APPRIONED BY HAM ON THE DAY OF DAY OF Planning and Zoning Approval:
THE IS TO CREEN'S HALT HIE PLAT WAS PREDCITE TO THE PLANNING AND ZOWING DEPARTMENT OF PREDCHT, ELECTRA AND WAS APPROVED BY THELD ON THE PLANNING AND ZOWING AND WAS APPROVED BY THELD ON THE I, ALCK ALORB, CLERK OF THE CREATIF GOWER OF WATON COMPTY, CLORIDA, HEREBY CERTEY THAT THE THE WAS THE FOR THE RECORD ON THE DAY OF THE PROPERTY OF THE PROPER HAS IS TO CORFIEY DIAT THIS PLAT WAS PRESONED TO THE CITY OF FREEPORT, FLORIDA, AND WAS APPROVED BY THEM ON THE COAY OF CASE OF THE COAY OF TH PREPARED BY: SCOTT W. ROSENHEIM, PROPESSIONAL LAND SURVEYOR AND MAPPER NO. 5834. JOSHUA P. WOOD, PROFESSIONAL LAND SURVEYOR AND MAPER NO. BREG CASTIN, COTHERN & LICKER, INC.
LIS. NO. 3501 121 HAPE STREET, NICTURLE, FLORIDA, 325/28 1900NEI (1950) 878-5141 FAX: (630) 729-2440 City of Freeport Surveyor's Certificate: City of Freeport Engineer's Approval: ACK ADOND, CENK OF COOKT, WALTON COUNTY, TUDNOS Walton County Clerk's Certificate: 4/2 City of Freeport Statement: CARLOA HOGRES-NECC, CITY PLANKER Surveyor's Certificate: Utility Certification: RUSS BARDEY, MAYOR KUTHURIZED AGENT







July 26, 2021

Mr. Russ Barley, Mayor City of Freeport P.O. Box 339 Freeport, FL 32439

RE:

SCOP S. Jackson St. Roadway and Drainage Improvements Proposal for Professional Services

Dear Mayor Barley,

Dewberry is pleased to provide you with this proposal for professional engineering services for the S. Jackson St. Roadway and Drainage Improvements project.

Dewberry is pleased to submit the City of Freeport (CLIENT) this proposal for Professional Engineering Services including Survey, Design, and Permitting.

A detailed scope of work labeled as Attachment A, is attached and details our scope of services and associated fees.

Dewberry proposes to provide the services described in the attached for a lump sum amount of \$50,000.00.

If you have any questions or need additional information, please contact me at (850) 571-1258 or at <a href="mailto:aharrison@dewberry.com">aharrison@dewberry.com</a>.

Sincerely,

DEWBERRY

Aaron Harrison, PE Sr. Project Manager

Dewberry Engineers Inc. 877 CR 393 North Santa Rosa Beach, FL 32459 850 267 0759 866 557.0076 fax www.dewberry.com

#### Attachment A Scope of Work/Agreement

July 26, 2021		
This agreement is entered into this the City of Freeport known hereinafter as Dewberry, a Florida corporation.	day of CLIENT, and Dewberry E	2021, between ngineers Inc. d/b/a
This agreement defines the terms under w	hich Dewberry shall prov	ide professional engineering

#### PROFESSIONAL SERVICES FEES SUMMARY FOR:

#### TASK 1: TOPOGRAPHIC SURVEYING

Lump Sum \$5,400.00

• Dewberry will provide a survey from along S. Jackson St. from SR 20 Madison St. The topographic survey shall include site benchmarks, contour lines at 1' intervals, cross sections at 100' intervals, location of all above ground improvements and/or utilities and evidence of below ground utilities. The survey will be referenced to Florida State Plane Coordinate, North Zone, NAD 83, U.S. Survey feet and the Vertical Datum to be referenced to North American Vertical Datum of 1988 (NAVD 88) with benchmarks set every 1,000 linear feet on centerline of roadway. The survey shall locate and verify right of way lines and wetland lines.

#### TASK 2: WETLAND DELINIATION AND PERMITTING

**Lump Sum \$600.00** 

 BIOME will provide wetland delineations for the site as well as the Environmental Assessment if required.

#### Task 3: CIVIL DESIGN

#### Lump Sum \$44,000.00

- Provide design according to the Manual of Uniform Minimum Standards for Design Constructive and Maintenance for Street and Highways commonly known as the "Florida Green Book".
- Provide 100% design plans for widening and resurfacing S. Jackson St.
- Provide signing and marking plans in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).
- Provide permitting as necessary to meet Northwest Florida Water Management District (NWFWMD) exemption requirements.
- Provide contract specifications and bid documents.

TOTAL PROPOSED FEE:

LUMP SUM \$50,000.00

Items not included in this proposal are as follows:

- Right of Way acquisition.

**DEWBERRY** 

- Permit application fees to local, state and federal agencies.

We sincerely appreciate you giving Dewberry the opportunity to be of service to you.

If you have any questions or need additional information, please contact us at (850) 571-1258 or by email at <a href="mailto:aharriosn@dewberry.com">aharriosn@dewberry.com</a>.

Address for correspondence:
877 CR 393 North Santa Rosa Beach, FL 32459
By: On Sum
Name and Title: <u>Aaron Harrison, P.E., Senior Project Manager</u>
Witnessed:
Date: 8/3/2021
CITY OF FREEPORT
Address for correspondence:
City of Freeport P.O. Box 339 Freeport, FL 32439
Ву:
Name and Title:
Witnessed:
Data





#### ATTACHMENT B STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

- 1. Period of Offer. Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
- 2. Scope of Services. For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
  - a. The correctness or completeness of any document which was prepared by another entity.
  - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
  - c. Favorable or limely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
  - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
  - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
  - f. Site safety or construction quality, means, methods, or sequences.
  - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
  - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
  - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

- 3. Proprietary Rights. The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.
- 4. Fees and Compensation. If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates.
- 5. Period of Service. The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.
- Reimbursable Expenses. Subject to your approval, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement. We
  may submit invoices for reimbursable expenses separately from invoices for Services.
- 7. Payment Terms. We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices on this project by any amounts due from another project.

  If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
- 8. Information from You and Public Sources. You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
- 9. Plan Processing. We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.

#### **Dewberry**

- 10. Meetings and Conferences. To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
- 11. Your Claims. You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
  - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
  - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to doso.
  - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
  - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

- 12. Hazardous or Toxic Wastes or Substances, Pollution or Contamination. You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
- 13. Termination. Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. Either party may terminate at any time with 7 days' notice to the other party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
- 14. Payment of Other Professionals. If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
- 15. Assignment and Third-Party Beneficiaries. Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
- 16. Applicable Law and Forum Selection. The State of Florida's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. The parties agree that the courts of Holmes County, Florida, and the Federal District Court, Northern District of Florida, . (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
- 17. Severability. If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
- 18. Limitations on Liability. In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, properly damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.

#### PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

19. Payment of Attorney's Fees. The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.



- Integration Clause. The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
   Notice. Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA
- 220131, Attn: Director of Contracts.